

**TOWN OF DAVIE  
TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Phillip R. Holste, Program Manager, 954-797-1041

**PREPARED BY:** Phillip R. Holste, Program Manager

**SUBJECT:** Resolution

**AFFECTED DISTRICT:** Town-wide

**ITEM REQUEST:** **Schedule for Council Meeting**

**TITLE OF AGENDA ITEM:** GRANT - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE APPLICATION FOR A GRANT FROM THE FLORIDA DIVISION OF FORESTRY FLORIDA FOREST HEALTH IMPROVEMENT INITIATIVE; AND AUTHORIZING ACCEPTANCE AND EXECUTION OF THE GRANT, IF AWARDED.

**REPORT IN BRIEF:** The Florida Division of Forestry is utilizing 2009 American Recovery and Reinvestment Act (ARRA) funding from the US Forest Service to conduct a competitive grant process (Florida Forest Health Improvement Initiative) inviting eligible participants to apply for funding to reforest public rights-of-ways, parks, public schools, and other natural areas, as well as provide opportunities for tree remediation work which include corrective tree pruning, hazard tree removal and rehabilitation of soil conditions for significant trees.

Staff is requesting authorization to submit a grant application requesting \$24,000 towards the remedial tree pruning and tree planting at multiple sites. The project sites are:

Remedial Pruning:

Pine Island Road Median (Nova Drive to Orange Drive)  
Nob Hill Road Median (Tree Tops Park Entrance to Orange Drive)  
Stirling Road Median (University Drive to Florida Turnpike)

Tree Plantings:

SW 14 Street, north side of road (SW 136 Ave to SW 148 Ave)

If awarded, the Town must execute a grant memorandum of agreement (Exhibit A - Example). The project must be completed by September 30, 2011. The Town will need to execute an agreement stating that it will ensure the planted trees meet project standards

and agrees to maintain and not remove any treated trees for three years (Exhibit B - Example).

**PREVIOUS ACTIONS:** None

**CONCURRENCES:** None

**FISCAL IMPACT:** Yes

Has request been budgeted? No

If yes, expected cost:

Account name and number:

If no, amount needed: \$24,000

What account name and number will funds be appropriated from: Grant Expenses (001-0720-541.64-05)

Additional Comments: This is a reimbursement grant. The Tree Preservation Fund will cover the upfront costs. The Florida Forest Health Improvement Initiative funds a maximum award of \$24,000. If awarded, the Town will have to execute a maintenance memorandum of agreement. The grant requires a three year maintenance commitment (See Exhibit B).

**RECOMMENDATION(S):** Motion to approve resolution

**Attachment(s):** Resolution, Exhibit A: Example Grant Memorandum of Agreement, Exhibit B: Example Maintenance Agreement

RESOLUTION \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE APPLICATION FOR A GRANT FROM THE FLORIDA DIVISION OF FORESTRY FLORIDA FOREST HEALTH IMPROVEMENT INITIATIVE; AND AUTHORIZING ACCEPTANCE AND EXECUTION OF THE GRANT, IF AWARDED.

WHEREAS, Trees are an important part of our community; and

WHEREAS, The Town of Davie desires to apply for a Forest Health Improvement Initiative Grant which would provide monies to improve the condition of the community's tree canopy; and

WHEREAS, The Town of Davie wishes to enter into a Forest Health Improvement Initiative Grant Memorandum of Agreement between the Town of Davie, Florida and the Florida Department of Agriculture and Consumer Services, if approved.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council of the Town of Davie hereby supports and authorizes the Town Administrator and/or appropriate staff to submit a grant application to the Florida Division of Forestry Florida Forest Health Improvement Initiative.

SECTION 2. The Town Council authorizes the Town Administrator and/or appropriate staff to accept and implement grant funding, if awarded, and to execute the Forest Health Improvement Initiative Grant Memorandum of Agreement between the Town of Davie, Florida and Florida Department of Agriculture and Consumer Services.

SECTION 3. The Town Council authorizes the Town Administrator and/or appropriate staff to execute all necessary grant documents and reports.

SECTION 4. The Town Council authorizes the Director of Budget and Finance to recognize grant revenue, if awarded, and to appropriate the funds into the correct departmental budget.

SECTION 5. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2010.

\_\_\_\_\_  
ATTEST: MAYOR/COUNCILMEMBER

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2010.

## Exhibit A: Example Grant Memorandum of Agreement

### ATTACHMENT G

### EXAMPLE

#### ARRA FOREST HEALTH IMPROVEMENT INITIATIVE GRANT MEMORANDUM OF AGREEMENT

This agreement, made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, State of Florida, hereinafter called the "Department" and the Name of Agency, hereinafter called the "Contractor".

#### WITNESSETH

WHEREAS, the Department desires to increase the application of the principles of urban and community forestry by awarding funds to the Contractor for the specific project set forth in grant application Number XX-XX, included herein as Exhibit A and by reference made a part hereof:

WHEREAS, the Catalog of Federal Domestic Assistance (CFDA) number is 10.688;

WHEREAS, the six digit Department of Management Services' class/group code commodity catalog control number is 991-365.

WHEREAS, the Department and the Contractor are of the opinion that the citizens of the state would benefit from the implementation of urban and community forestry projects that improve our communities through the proper care of trees and related plant materials;

WHEREAS, the Contractor by Resolution No. XX-XX, dated month/day/yr, has indicated its support of the grant application and authorized its officers to execute this Agreement on its behalf;

NOW, THEREFORE, the parties, for and in consideration of the mutual covenants and agreements contained herein agree as follows:

- A. Failure by the Contractor to sign and return this agreement, within 60 days upon receipt of the agreement, shall constitute forfeiture of the award.
- B. The contract is valid upon execution through September 30, 2011.
- C. The Contractor has estimated the project cost to be \$ 24,000 as shown on the grant application budget sheet attached as Exhibit B. The Department agrees to reimburse to the Contractor the total sum of \$ 24,000 of the final approved project costs. The Grant Amount is limited to only those items which are directly related to this project as described in Exhibits "A" and "B". Project costs for which the applicant has already received reimbursement from any other source are not eligible for funding under this grant.
- D. The Contractor agrees to maintain plant materials established as a part of the project for a period of three years and enter into an agreement which designates and sets forth the duties and responsibilities of the parties in maintaining the project.
- E. The project to be performed by the Contractor shall be subject to periodic inspections by the Department. The Contractor shall not change or deviate from the project without written approval by the Department.

- F. The Contractor agrees to submit to the Department an interim report on project accomplishments **quarterly** (June 30, 2010, December 31, 2010, March 31, 2011, etc.). Failure to submit a required report or submission of an unsatisfactory report is sufficient grounds for termination of this agreement.
- G. Reimbursements can be made on a quarterly basis, if requested. **No advance payments will be provided.** Applicants must submit a completed reimbursement summary sheet to the Department with sufficient attachments to verify the claims made. These may include invoices, receipts, canceled checks, payroll log sheets, etc. No more than 75 percent of the grant amount will be paid to the Contractor prior to the submission of a completed Certification of Acceptance endorsed by the Department.

The final payment shall be made once the following documents are received:

- (1) Certification of Acceptance endorsed by a Division of Forestry official.
- (2) Final Reimbursement Summary Sheet with attached backup documentation.
- (3) Brief narrative summarizing project accomplishment.
- (4) News release to be submitted to a local publication crediting the U.S. Forest Service for providing funding.

For installed plant materials, a sixty (60) day grow-in-period will be required after project completion. Certification of Acceptance by the Department may be requested sixty (60) days after project completion.

- H. The Contractor must submit the final claim for reimbursement to the Department on or before September 30, 2011.
- I. The Contractor acknowledges and agrees that public use of all reports or other printed material, videos, audio recordings, films and photographs produced as part of this project shall not be restricted under the copyright laws of the United States of America. All products (brochures, signs, videos, etc.) funded by the Urban and Community Forestry Grant must display a statement that the material has been prepared using Urban and Community Forestry grant funds received through the U.S. Forest Service.

Section 215.422, Florida Statutes, provides that agencies have five (5) working days to inspect and approve goods and services, unless bid specifications or the purchase order specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice was received or the goods or services are received, inspected and approved, a separate interest penalty set by the Chief Financial Officer pursuant to Section 55.03, Florida Statutes, will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Agency's Fiscal Section at (850) 488-2020 or Purchasing Office at (850) 617-7181. Invoices returned to an Entity (Subrecipient) due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the Department.

Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. **Expenses associated with travel and per diem are not eligible.**

Purchases of \$2,500 to \$25,000 shall be carried out documenting two or more written quotations or written record of telephone quotations or informal bids to be opened upon receipt, whenever practical. Competitive sealed bidding is required for all purchases exceeding \$25,000. Justification must be provided for

a sole source award or for an award to a vendor other than the vendor submitting the lowest bid or quote.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Contractors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Department of Financial Services' Hotline, 1-800-342-2762.

This Agreement may be terminated under any one of the following conditions:

- A. The Department may terminate this contract at any time in the event of the default or failure of the Contractor to fulfill any of its obligations hereunder. Prior to the exercise of any remedy provided for herein, the Department shall provide thirty (30) calendar days written notice of default and shall provide the Contractor the opportunity to cure such failure or default within said thirty (30) day period. Upon the failure or inability to cure, the Department shall have all rights and remedies provided at law or in equity, including without limitation the following:
  - 1. Temporarily withhold cash payments pending correction of the deficiency by the Contractor
  - 2. Disallow all or part of the cost of the services not in compliance.
  - 3. Wholly or partly suspend or terminate this contract.
- B. The Department of Agriculture and Consumer Services shall have the right of unilateral cancellation for refusal by the Contractor to allow public access to all documents, papers, letters or other material made or received by the Contractor in conjunction with the contract, unless the records are exempt from s. 24(a) of Article I of the State Constitution and s. 119.07(1), Florida Statutes.
- C. By either party following sixty (60) calendar days written notice.

In the event this Agreement is terminated before the Department has paid the Contractor the entire Grant Amount, then the Department agrees to pay the Contractor the entire Grant amount, if the project has been completed. If the project has not been completed, the Department shall pay to the Contractor a percentage of the Grant amount equal to the percentage of the project's completion.

Extension of a contract for contractual services shall be in writing for a single period only not to exceed six (6) months and shall be subject to the same terms and conditions set forth in the initial contract. There shall be only one extension of a contract unless the failure to meet the criteria set forth in the contract for completion of the contract is due to events beyond the control of the Contractor. If initially competitively procured, contracts for contractual services may be renewed on a yearly basis for no more than three (3) years, or for a period no longer than the original contract, whichever period is longer. Renewal of a contract for contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract. Renewals shall be contingent upon satisfactory performance evaluations by the Department. Renewal costs may not be charged by the Contractor.

It is mutually understood and agreed that this contract is:

- A. Subject to the provisions of Section 287.058, Florida Statutes, and the State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature as provided in Section 287.0582, Florida Statutes.
- B. Subject to the approval of the State Chief Financial Officer (Department of Financial Services).



It is mutually understood and agreed that if this contract disburses grants and aids appropriations, it is:

Subject to the requirements of Section 216.347, Florida Statutes, a state agency, a water management district, or the judicial branch may not authorize or make any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.

The following provisions of A through K are not applicable to procurement contracts used to buy goods or services from vendors, but are only applicable to a Contractor subject to the Florida Single Audit Act.

- A. There are uniform state audit requirements for state financial assistance provided by state agencies to Nonstate entities to carry out state projects in accordance with and subject to requirements of Section 215.97, Florida Statutes (F.S.), which may be applicable to and binding upon Recipient. Nonstate entity means a local governmental entity, nonprofit organization, or for-profit organization that receives state resources. Recipient means a Nonstate entity that receives state financial assistance directly from a state awarding agency.
- B. In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such Recipient, the Recipient must have a state single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, F.S., applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit 2 to this agreement indicates state financial assistance awarded through this Department resource by this agreement. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from this Department resource, other state agencies, and other Nonstate agencies. State financial assistance does not include Federal direct or pass-through awards and resources received by a Nonstate entity for Federal program matching requirements.
- C. Audits conducted pursuant to Section 215.97, F.S., shall be: (1) performed annually, and conducted by independent auditors in accordance with auditing standards as stated in Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- D. Regardless of the amount of the state financial assistance, the provisions of Section 215.97, F.S., do not exempt a Nonstate entity from compliance with provisions of law relating to maintaining records concerning state financial assistance to such Nonstate entity or allowing access and examination of those records by the state awarding agency, the Chief Financial Officer, or the Auditor General.
- E. If the Recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. If the Nonstate entity does not meet the threshold requiring the state single audit, such Nonstate entity must meet terms and conditions specified in this written agreement with the state awarding agency. In the event that the Recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provision of Section 215.97, F.S., the cost of the audit must be paid from the Nonstate entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than state entities).

F. Each state awarding agency shall:

- (1) Provide to a Recipient, information needed by the Recipient to comply with the requirements of Section 215.97, F.S.
- (2) Require the Recipient, as a condition of receiving state financial assistance, to allow the state awarding agency, the Chief Financial Officer, and the Auditor General access to the Recipient's records and the Recipient's independent auditor's working papers as necessary for complying with the requirements of Section 215.97, F.S. The Recipient is required to retain sufficient records demonstrating its compliance with the terms of this agreement for a period of three years from the date the audit report is issued, and shall allow the department of Agriculture and Consumer Services or its designee, access to such records upon request.
- (3) Notify the Recipient that Section 215.97, F.S., does not limit the authority of the state awarding agency to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency Inspector General, the Auditor General, or any other state official.
- (4) Be provided by Recipient one copy of each financial reporting package prepared in accordance with the requirements of Section 215.97, F.S. The financial reporting package means the non-state entities financial reports, management letter, auditee's written responses or corrective action plan, correspondence on the follow-up of prior years corrective actions taken, and such other information determined by the Auditor General to be necessary and consistent with the purposes of Section 215.97, F.S. Copies of the financial reporting package required by this agreement shall be submitted by or on behalf of the Recipient directly to each of the following:
  - (a) The Department of Agriculture and Consumer Services  
Division of Administration  
509 Mayo Building  
407 South Calhoun Street  
Tallahassee, FL 32399-0800
  - (b) The Auditor General's Office at the following address:  
State of Florida Auditor General  
Room 401, Claude Pepper Building  
111 West Madison Street  
Tallahassee, FL 32399-1450

- G. Any reports, management letters, or other information required to be submitted to the Department of Agriculture and Consumer Services pursuant to this agreement shall be submitted timely in accordance with Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- H. The Recipient shall maintain sufficient records demonstrating its compliance with the terms of this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department of Agriculture and Consumer Services, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the Department, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

- I. The Recipient shall be required to ensure expenditures of state financial assistance be in compliance with laws, rules, and regulations applicable to expenditures of state funds, including, but not limited to, the Reference Guide for State Expenditures (DFS).
- J. The Recipient agrees that this agreement may be charged only with allowable costs resulting from obligations incurred during the term of this agreement.
- K. The Recipient agrees that any balances of unobligated cash that have been advanced or paid that is not authorized to be retained for direct program costs in a subsequent period must be refunded to the state.

The following provisions of A through H are applicable regarding the administration of resources provided by the Department to the Recipient of Federal Funds. Those provisions are applicable if the Recipient is a state or local government or a nonprofit organization as defined in OMB Circular A-133, as revised.

- A. In the event that the Recipient expends \$500,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit 2 to this agreement indicates Federal resources awarded through this Department by this agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from this Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with provisions of OMB Circular A-133, as revised, will meet these requirements.
- B. In connection with these audit requirements, the Recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
- C. If the Recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than \$500,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from the non-federal resources (i.e., the cost of such an audit must be paid from the Recipient resources obtained from other than Federal entities).
- D. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by this agreement shall be submitted when required by Section .320(d), OMB Circular A-133, as revised, by or on behalf of the Recipient directly to each of the following:
  - (a) The Department of Agriculture and Consumer Services  
Division of Administration  
509 Mayo Building  
407 South Calhoun Street  
Tallahassee, Florida 32399-0800
  - (b) The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320(d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse) at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132

- (c) Other federal agencies and pass-through entities in accordance with Sections .320(c) and (f), OMB Circular A-133, as revised.
- E. Pursuant to Section .320(f), OMB Circular A-133, as revised, the Recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letter issued by the Auditor, to the Department of Agriculture and Consumer Services at the following address:

The Department of Agriculture and Consumer Services  
509 Mayo Building  
407 South Calhoun Street  
Tallahassee, Florida 32399-0800
- F. Any reports, management letters, or other information required to be submitted to the Department of Agriculture and Consumer Services pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, as revised.
- G. Recipients, when submitting financial reporting packages to the Department of Agriculture and Consumer Services for audits done in accordance with OMB Circular A-133, as revised, should indicate the date that the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
- H. The Recipient shall maintain sufficient records demonstrating its compliance with the terms of this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department of Agriculture and Consumer Services, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the Department, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned. Available products, pricing and delivery information may be obtained by contacting: RESPECT of Florida, 2475 Apalachee Parkway, Suite 205, Tallahassee, Florida 32301-4946, telephone number (850) 487-1471 and fax number (850) 656-0168.

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in Section 946.515(2) and (4), Florida Statutes; and for the purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this Agency insofar as dealings with such corporation are concerned. The "corporation identified" is Prison Rehabilitative Industries and Diversified Enterprises, Incorporated. Available products, pricing and delivery schedules may be obtained by contacting: PRIDE of Florida, 12425 28th Street, North, St. Petersburg, Florida 33716, telephone number (727) 572-1987.

The Contractor is informed that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on an agreement to provide any goods or services to a public entity, may not submit a bid on an agreement with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under an agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

The Contractor is informed that the employment of unauthorized aliens by any Entity (Subrecipient) is considered a violation of Section 274A(e) of the Immigration and Nationalization Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement.

The Contractor is informed that an entity or affiliate who has been placed in the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

In accordance with Federal law and U.S. Department of Agriculture (USDA) policy, this Contractor is prohibited from discriminating on the basis of race, sex, religion, color, national origin, age or disability and shall comply with all applicable state and federal laws and regulations related thereto, including without limitation, the Americans with Disabilities Act (42 USC 12101 et. Seq.); Section 504 of the Rehabilitation Act of 1973 (29 USC 795); and the Age Discrimination Act of 1975 (42 USC 6101-6107). To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326 W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC, 20250-9410, or call (202)720-5964 (voice and TDD). USDA is an equal opportunity provider and employer. All products (brochures, signs, videos, etc.) funded by the Urban and Community Forestry Grant must display a statement that the grant recipient is an equal opportunity provider.

In accordance with Florida Statute 768.28, the Contractor Covenants and agrees that it shall indemnify and hold harmless the Department and all of the Department's officers, agents and employees from any claim, action, neglect or omission by the Contractor during the performance of the Agreements, whether direct or indirect, and whether any person or property to which the Department or said parties may be subject, except that neither the Contractor nor any of its sub-contractors shall be liable under this paragraph for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the Department or any of its officers, agents or employees.

In the event that two or more documents combine to form this agreement between the parties, including future amendments and addenda, and in the event that there are contradictory or conflicting clauses or requirements in these documents, the provisions of the document(s) prepared by the Department of Agriculture and Consumer Services Contract shall be controlling.

All contracts entered into by the Department of Agriculture and Consumer Services or any Division or Bureau thereof, are and shall be controlled by Florida law, contrary provisions notwithstanding.

In the event that any clause or requirement of this agreement is contradictory to, or conflicts with the requirements of Florida law, including, but not limited to requirements regarding contracts with Florida's governmental agencies, the offending clause or requirement shall be without force and effect and the requirements of the Florida Statutes and rules promulgated thereunder on the same subject shall substitute for that clause or requirement and be binding on all parties to this contract.

As applicable under Florida Statute 768.28, each party will be liable under this paragraph for damages arising out of injury or damage to persons or property directly caused or resulting from the negligence of such party or any of its officers, agents or employees.

All notices, demands, requests or other instruments to the Department shall be addressed to:

Mr. Charlie Marcus  
Forest Management Bureau  
3125 Conner Boulevard, Suite R-8  
Tallahassee, Florida 32399-1650

All notices, demands, requests or other instruments to the Contractor shall be addressed to:

Ms. Corrine Lajoie  
City of Dania Beach  
100 W. Dania Beach Boulevard  
Dania Beach, FL 33004

Signed by parties to this agreement:

DEPARTMENT OF AGRICULTURE AND  
CONSUMER SERVICES

CONTRACTOR

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Signature

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Signature

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Title

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Title

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Date

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Date

**FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

*NOTE: If the resources awarded to the recipient represent more than one Federal program, provide the same information shown below for each Federal program and show total Federal resources awarded.*

Federal Program (list Federal agency, Catalog of Federal Domestic Assistance title and number) - \_\_\_\_\_ \$ (amount)

**COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

*NOTE: If the resources awarded to the recipient represent more than one Federal program, list applicable compliance requirements for each Federal program in the same manner as shown below.*

*Federal Program:*

*List applicable compliance requirements as follows:*

1. *First applicable compliance requirement (e.g., what services/purposes resources must be used for).*
2. *Second applicable compliance requirement (e.g., eligibility requirements for recipients of the resources).*
3. *Etc.*

*NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. For example, for Federal Program 1, the language may state that the recipient must comply with a specific law(s), rule(s), or regulation(s) that pertains to how the awarded resources must be used or how eligibility determinations are to be made. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.*

**STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

**MATCHING RESOURCES FOR FEDERAL PROGRAMS:**

*NOTE: If the resources awarded to the recipient for matching represent more than one Federal program, provide the same information shown below for each Federal program and show the total State resources awarded for matching.*

*Federal Program (list Federal agency, Catalog of Federal Domestic Assistance title and number) - \_\_\_\_\_ \$ (amount)*

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

*NOTE: If the resources awarded to the recipient represent more than one State project, provide the same information shown below for each State project and show total state financial assistance awarded that is subject to Section 215.97, Florida Statutes.*

*State Project (list State awarding agency, Catalog of State Financial Assistance title and number) - \_\_\_\_\_ \$ (amount)*

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED  
PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

*NOTE: List applicable compliance requirements in the same manner as illustrated above for Federal resources. For matching resources provided by the Department of "ABC" for Federal programs, the requirements might be similar to the requirements for the applicable Federal programs. Also, to the extent that different requirements pertain to different amounts of the non-Federal resources, there may be more than one grouping (i.e., 1, 2, 3, etc.) listed under this category.*

*NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.*



## Exhibit B: Example Maintenance Agreement

### ATTACHMENT H

### EXAMPLE

#### ARRA FOREST HEALTH IMPROVEMENT INITIATIVE GRANT MAINTENANCE MEMORANDUM OF AGREEMENT

This agreement, made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, State of Florida, hereinafter called the Department and the Miami-Dade County, hereinafter called the Contractor.

#### WITNESSETH

WHEREAS, the Department desires to increase the general level of knowledge of the principles of urban and community forestry by awarding funds to the Contractor for the establishment of a demonstration Forest Health Improvement Initiative grant application Number 06-34 and Grant Memorandum of Agreement (the Grant Agreement) attached hereto as Exhibit "1" and by reference made a part hereof;

WHEREAS, the Contractor agreed in the Grant Agreement to maintain the project as described in the Grant Application;

WHEREAS, the Contractor by Resolution desires to enter into this Agreement and authorizes its officers to do so.

NOW THEREFORE, herein and in Exhibit "1", the Grant Memorandum of Agreement, the parties covenant and agree as follows:

- A. The Contractor shall maintain the project in a responsible manner and with due care in accordance with the below listed Project Standards for the property at the following location:

1 mile segment of County R.O.W. on S.W. 56th Street (Miller Drive) between SR 826 and 117th Avenue.

Specifically, the Contractor accepts the below listed responsibilities and duties:

- (1) All planting stock or replacement must be Florida Grade #1 or better.
- (2) Proper watering and proper fertilization of all trees/plants.
- (3) Keeping trees/plants as free as practicable from disease and harmful insects;
- (4) Proper mulching of trees and/or planting beds;
- (5) Keeping the premises free of weeds;
- (6) Mowing and/or cutting grasses to the proper length;
- (7) Proper pruning of all trees which includes; removing dead or disease parts of trees or (ii) pruning such parts thereof which present a hazard;
- (8) Removing and replacing dead or diseased trees/plants in their entirety, or removing and replacing those that fall below original Project Standards.
- (9) Following the Planting and Maintenance Guidelines as included herein as Exhibit A.
- (10) For projects other than tree planting, ENTITY agrees to maintain and not remove any treated trees as per Item B below.

The Entity (Subrecipient) agrees to repair, or remove and replace at its own expense all or part of the project that falls below Project Standards. In the event any part or parts of the project, including all plants, must be removed and replaced for whatever reason, then they shall be replaced with the same grade, size and specification as provided in the original plans for the project. Furthermore, the Entity (Subrecipient) shall keep litter removed from the project area. The above named functions to be performed by the Entity (Subrecipient) shall be subject to periodic inspections by the Department. It is the intent of the parties that the Entity (Subrecipient) shall be the owner of the planting and other installations included and stipulated in the grant application comprising the project.

- B. The terms of this Agreement commence on the date of Certification of Acceptance and continue for a period of three (3) years.
- C. In the event this Agreement is terminated in accordance with the provisions provided in Exhibit 1, then the Contractor shall refund to the Department a pro-rated portion of the grant award based upon the following schedule:
- (1) If this agreement is terminated within one year of this agreement, 75 percent of the grant award;
  - (2) If this agreement is terminated during the second year of this agreement, 50 percent of the grant award;
  - (3) If this agreement is terminated during the third year of this agreement, 25 percent of the grant award.
- D. This Agreement, together with the Urban and Community Forestry Grant Memorandum of Agreement, embodies the entire agreement and understanding between the parties hereto and there are no other agreements or understandings, oral or written, with reference to the subject matter hereof that are not superseded hereby.

Signed by parties to this agreement:

**DEPARTMENT OF AGRICULTURE AND  
CONSUMER SERVICES**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
FEID Number of Social Security Number

**CONTRACTOR**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_

## **EXHIBIT A**

### **PLANTING AND MAINTENANCE GUIDELINES**

#### **A. Planting**

Site factors which influence long-term survivability should be considered: overhead and underground utilities, sidewalks, sign conflicts, traffic visibility, light poles, right-of-way or site improvements, size of planting space/site, etc.

All planting stock or replacement stock must be Florida Grade #1 or better.

All synthetic or non-biodegradable material such as nylon rope, synthetic wrap, treated burlap, etc. must be removed from the root ball before planting. All biodegradable material should be removed from the upper 1/3 of the root ball. Precautions should be taken to eliminate any material from extending above the soil surface where it can act as a wick and dry the surrounding soil.

The planting hole should be at least 2-3 times the diameter of the root ball (where possible) and at a depth where the tree's root flare is even or just above ground line.

Position the tree or palm in the center of the planting hole with the tree's root flare at or up to two inches above the surrounding soil surface.

Backfill with soil from the planting site, if it is not contaminated. All large rocks should be removed. When the hole is half full, slowly water to saturate the soil and remove air pockets, then continue to fill the hole with soil. It is not recommended that large amounts of organic matter be incorporated into the backfill. Rake the soil evenly around the entire planting area.

Water thoroughly to remove air pockets, secure the soil around the roots, and provide nourishment.

#### **B. Mulching**

Mulch an area at least three times the diameter of the root ball to a depth of 2-4" with wood chips, bark mulch, shredded mulch, leaves or pine needles. Keep the mulch several inches away from the tree or palm trunk.

Replenish mulch as it decomposes maintaining a 2-4" layer over the life of the project.

#### **C. Staking**

Stake only if necessary; for example, if the tree or palm will not stand on its own due to potential vandalism or strong winds.

Use flexible materials such as strapping or commercially available ties that give as the tree diameter increases and as the tree moves. Biodegradable material is recommended.

Do not use wire even if the wire is inside rubber hosing.

Stakes and ties should remain on the trees no longer than one year to avoid girdling.



**D. Pruning**

At the time of planting, only dead, damaged, rubbing or cross branches or fronds should be removed.

Remove sucker sprouts from the base of the tree after planting.

Corrective/structural pruning can begin approximately one year after planting. Do not remove more than 1/4 of the live crown during one growing season.

**E. Watering**

Follow the standard IFAS watering schedule for new tree plantings. Slow deep watering is recommended.

Additional water may be needed during hot or dry periods.

As tree or palm growth progresses, be sure to water outward (away from the trunk) to the surrounding soil area. This will promote the outward growth and spread of roots.

Various species of trees or palms and/or soil types may require varied degrees of watering. Soil moisture and tree health should be monitored and irrigation adjusted accordingly. Non-irrigated sites need to be monitored more closely.

**F. Fertilizing**

Begin a fertilization program within the first year of planting. Broadcast fertilizing or fertilizer plugs/stakes are recommended.

Fertilize lightly after the first year using a balanced fertilizer (rates should be based on the size of the tree or palm and any special nutrient requirements).

If micronutrient deficiencies are suspected, have a soil test completed and supplement the fertilization program accordingly.

